

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA

PURNIMA JHA,
Plaintiff,

v.

WELLS FARGO BANK, N.A.,
Defendant.

Case No. [14-cv-01691-VC](#)

REQUEST FOR FURTHER BRIEFING

There is a colorable argument that the plaintiff has a valid claim for breach of the deed of trust. The deed incorporates "applicable law," which includes federal regulations. The plaintiff has argued that under applicable federal regulations the defendant was required to refrain from a foreclosure sale for 30 days while it considered a potential modification, and that the defendant proceeded with the sale before the applicable 30-day period expired. The defendant has responded, among other things, that the language of the deed incorporating applicable law should be interpreted to mean that the deed incorporates only law that existed at the time the parties entered into the contract, not law that was created afterwards.

The problem is that the plaintiff has not identified the alleged regulation that required the defendant to refrain from a foreclosure sale for 30 days, while the defendant has not identified authority for the proposition that contract language incorporating applicable law should be interpreted as limited to the law that existed at the time the parties entered into the contract. Accordingly, the parties are ordered to file supplemental briefs, not to exceed five pages, addressing these questions. The plaintiff's supplemental brief is due April 29, 2015. The defendant's response brief is due May 1, 2015. Also on May 1, 2015, the parties must file a joint statement of undisputed facts relating to the summary judgment motion on the breach of contract claim.

IT IS SO ORDERED.

Dated: April 24, 2015



VINCE CHHABRIA
United States District Judge

United States District Court
Northern District of California

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